

# **INFORMATION TO OFFERORS OR QUOTERS** **SECTION A - COVER SHEET**

1. SOLICITATION NUMBER  
**SP0600-00-R-0041**

2. (X one)

a. SEALED BID

**X** b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

## **INSTRUCTIONS**

Standard Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying OFFER SUBMISSION PACKAGE.

See the provision of this solicitation entitled "L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)." Offers received after the offer closing date and time may be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above, and the date and local time set forth for offer closing. The offer package should be addressed to the following:

ATTN: Bid Custodian, DESC-CPC, Room 3815  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

**NO RESPONSE:** If you do not intend to submit an offer to this solicitation, detach cover sheet DD Form 1707, complete the information requested on reverse, fold, affix postage, and mail. **NO ENVELOPE IS NECESSARY.**

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

### **3. ISSUING OFFICE (Complete mailing address, including Zip Code)**

DEFENSE ENERGY SUPPORT CENTER  
ATTN: DESC-PEA  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FORT BELVOIR, VA 22060-6222

BUYER: DAVID PETERSON  
PHONE (US): (703) 767-9505  
FAX (US): (703) 767-8506  
WEB PAGE: <http://www.desc.dla.mil>

### **4. ITEMS TO BE PURCHASED (Brief description)**

AVIATION GASOLINE, AUTOMOTIVE PREMIUM LEADED GASOLINE, AUTOMOTIVE PREMIUM UNLEADED GASOLINE, AUTOMOTIVE ARCTIC (WINTER) GRADE "O" DIESEL FUEL, AUTOMOTIVE TEMPERATE (SUMMER) GRADE "A" DIESEL FUEL, KEROSENE 1K (KS1), AND TURBINE FUEL, AVIATION (JP8) FOR DELIVERY AND PICK-UP IN HUNGARY, CROATIA, AND BOSNIA-HERZEGOVINA. THE ORDERING PERIOD IS JULY 1, 2000 THROUGH JUNE 30, 2002. PURCHASE PROGRAM 1.99B (BOSNIA PC&S).

### **5. PROCUREMENT INFORMATION (X and complete as applicable)**

**X** a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

### **6. ADDITIONAL INFORMATION**

#### **\*\*IMPORTANT INFORMATION\*\***

- A. Address offers to the issuing office in Block 3. Offers must be received by **3:00 PM local time FT. Belvoir, Virginia, USA on 31 March 2000**. Facsimile proposals/offers are encouraged and should be submitted in accordance with Clause L2.11-2, FACSIMILE PROPOSALS. The facsimile number for receipt of offers is **703-767-8506**.
- B. Please complete OFFER SUBMISSION PACKAGE in its entirety. All clauses which require offeror fill-in are included in the Offer Submission Package, along with a SCHEDULE OF SUPPLIES, which you may use to submit your offered prices. Please keep the Solicitation Package and a copy of the Offeror Submission Package for your records.
- C. Offers submitted in response to this solicitation must be in the English language and U.S. dollars. Offers received in other than the English language and U.S. dollars will be rejected. (Clause L2.10-1)
- D. Please include product specifications with your offer.

a. NAME (Last, First, Middle Initial)  
PETERSON, DAVID

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9505

DEFENSE ENERGY SUPPORT CENTER  
ATTN: DESC-PEA  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FT. BELVOIR, VA 22060-6222

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
C. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FROM

FOLD

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-00-R-0041	
DATE (YYMMDD)	LOCAL TIME
000331	3:00 PM, Local Time Fort Belvoir, VA USA

TO      ATTN: DESC-CPC, Room 3815  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

- E. CONTRACT TYPE:** This is a multiyear solicitation. Contracts awarded as a result of this solicitation will be “**INDEFINITE QUANTITY FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT**” contracts. Please refer to Clause I81, INDEFINITE QUANTITY.
- F. SINGLE OR MULTIPLE AWARDS:** The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. (FAR 52.216-27)
- G. ECONOMIC PRICE ADJUSTMENT:** Please refer to Clause B19.02, ECONOMIC PRICE ADJUSTMENT. Your offer should be based on prices in effect on **1 February 2000** (Base Reference Date).
- H. BEST OVERALL VALUE:** Be advised that the Government will be awarding contracts to the responsible offeror(s) that represents the “**Best Overall Value.**” The Government will evaluate each offeror’s record of past performance, as well as price and other price related factors. **Please complete the Contractor Performance Data Sheet (last page of Offer Submission Package) as instructed and return with your offer.** Your attention is invited to the following clauses:
- L2.01-3                      PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION  
M72.03-1.100              EVALUATION FACTORS FOR BEST OVERALL VALUE
- I. ACKNOWLEDGMENT OF AMENDMENTS:** You must acknowledge receipt of any amendments to this solicitation. You may do this by signing and returning the amendment with your offer. Failure to do so could result in your offer being considered unacceptable.
- J. JET FUEL OFFERS:** Offerors are cautioned to review **OFFERS FOR JET FUEL** on pages 6-7 of the solicitation. The Government’s requirement is for **Additized Jet Fuel with Contractor Furnished Additives and Equipment.** Notwithstanding this requirement, the Government may consider offers for **Additized Jet Fuel with Contractor Furnished Additives and Government Provided Equipment** necessary to inject required additives.
- K.** Clause L2.05-5 (d) requires that offerors allow the Government **100 days** from the required date of offer submission for the awarding of a contract.
- L.** Any contract awarded to an offeror who, at the time of award was suspended, ineligible, or debarred from receipt of contracts with U.S. Government agencies, or in receipt of notice of proposed debarment from any U.S. Government agency, is voidable at the option of the U.S. Government.
- M.** For clarification, explanation, or additional information, contact David Peterson at (703) 767-9505.
- N.** DESC contact point and telephone number for emergency situations during non-duty hours is:

Operations Center, Contingency Plans and Operations Division (DESC-DL)  
Telephone Number (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-00-0300</b>		<b>PAGE 1 OF 53</b>	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE <b>SEE BLOCK 31C</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-00-R-0041</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>David Peterson (703) 767-9505</b> <b>George Atwood (703) 767-9509</b>		b. TELEPHONE NUMBER (no collect calls) <b>PHONE: SEE BLK 7A</b> <b>FAX (US): (703) 767-8506</b>		8. OFFER DUE DATE/LOCAL TIME <b>1 March 2000</b> <b>31 March 2000, 3:00 p.m.</b> <b>Fort Belvoir, VA., USA</b>	
9. ISSUED BY CODE  <b>Defense Energy Supply Center</b> <b>8725 John J. Kingman Road, Suite 4950</b> <b>Fort Belvoir, VA 22060-6222</b> <b>Buyer/Symbol: D. Peterson/DESC-PEA</b> <b>Phone: (703) 767-9505</b>  <b>P.P. 1.99B</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A)  <b>SIC: 5172</b>  <b>SIZE STANDARD: 500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS  <b>G150.07-5</b>	
				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE  <b>SEE SCHEDULE</b>				16. ADMINISTERED BY CODE  <b>DEFENSE ENERGY SUPPORT CENTER – EUROPE</b> <b>AUGUSTA STRASSE NO. 6 PHONE: 49-611-380-7411/3</b> <b>65189 WIESBADEN, GERMANY FAX: 49-611-380-7412</b>			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE  <b>SEE CLAUSE F30.01</b>			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<b>THE SCHEDULE IS SHOWN ON THE "SF 1449 CONTINUATION SHEET"</b> (Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH DELIVERY ORDER (SEE CLAUSE G18)</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION PROVISIONS AND CONTRACT CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INDEXCONTINUATION OF STANDARD FORM 1449

CONTINUATION OF BLOCK 19-24: THE SCHEDULE

B1 - SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSESPREAWARD

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
L2.05-5	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)	15

POSTAWARD

I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)	19
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)	21
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)	23

ADDENDUM #1PRE-AWARD SOLICITATION PROVISIONS

L2.01-3	PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS) (DESC JUN 1999)	24
L2.10-1	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	24
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	25
L5.01-1	AGENCY PROTESTS (DESC DEC 1999) – DLAD	25
L115	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)	25
M3.01	EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)	25
M41	EVALUATION OF OFFERS – TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1999) (REV)	25
M55	CONVERSION FACTORS (DESC APR 1998)	26
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	27
M72.03-1.100	EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC FEB 2000)	27

**LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
[X]	OFFER SUBMISSION PACKAGE	SEPARATE COVER

**ADDENDUM #2****POSTAWARD CONTRACT CLAUSES**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
C1	SPECIFICATIONS (DESC JAN 1997)	29
C1.02	DODISS SPECIFICATIONS (DESC JUN 1999)	29
C16.08-9.100	TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (JP8/JB8) (DESC JAN 2000)	29
C16.15	GASOLINE, AVIATION (GRADES 80/100LL) (DESC JUL 1998)	30
C16.18-18	GASOLINE, AUTOMOTIVE, LEADED (PREMIUM) (NATO F57) (DESC JUL 1998)	31
C16.18-19	GASOLINE, AUTOMOTIVE, PREMIUM, UNLEADED (NATO F67) (DESC FEB 2000)	32
C16.22-3	KEROSENE (BOSNIA) (DESC APR 1998)	33
C16.26-10	FUEL OIL, DIESEL [TEMPERATE (SUMMER) AND WINTER GRADES] (BOSNIA) (DESC FEB 2000)	34
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (DESC OCT 1999)	35
E5	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)	41
E12	POINT OF ACCEPTANCE (DESC MAY 1969)	42
E21.01	SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)	42
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	42
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)	42
F30.01	ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)	43
F105	VARIATION IN QUANTITY (APR 1984)	43
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	43
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	43
G9.09-1	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	44
G9.11	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)	46
G18	ACCOUNTING AND APPROPRIATION (DESC FEB 1968)	46

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)	46
G150.07-5	SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (BOSNIA) (DESC APR 1998)	47
I1.01-1	DEFINITIONS (DESC FEB 1998)	47
I1.20-1	CLAUSES INCORPORATED BY REFERENCE (DESC NOV 1999)	48
I1.22-1	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	49
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE—COMMERCIAL ITEMS (DESC FEB 1996)	50
I11.04	BANKRUPTCY (JUL 1995)	50
I27	GRATUITIES (APR 1984)	50
I28.21	TAXES-FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)	51
I33	INTEREST (JUN 1996)	52
I81	INDEFINITE QUANTITY (OCT 1995)	52
I86.12.100	DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT (BOSNIA) (DESC FEB 2000)	52
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	53
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)	53
I211	ORDERING (OCT 1995)	53

**B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)**

(a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.

(b) The supplies to be furnished during the contract period and all associated data are as follows:  
(DESC 52.207-9F10)

<u>ITEM CODE</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED 2-YEAR QUANTITY</u>
10	GASOLINE, AVIATION (130) Grade 100LL NSN: 9130-00-179-1122 SPECIFICATION: ASTM D 910 or Commercial Equivalent CLAUSE: C16.15	14,000 USG
20	GASOLINE, PREMIUM LEADED (B57) Automotive Use NSN: 9130-01-425-5057 (FMS) NATO F57 SPECIFICATION: Commercial Equivalent CLAUSE: C16.18-18	186,000 USG
27	GASOLINE, PREMIUM UNLEADED Automotive Use NSN: 9130-00-148-7104 SPECIFICATION: EN 228 or Commercial Equivalent CLAUSE: C16.18-19	268,000 USG
29	GASOLINE, PREMIUM UNLEADED (MBP) Automotive Use NSN: 9130-01-423-0939 (FMS) NATO F67 SPECIFICATION: EN 228 or Commercial Equivalent CLAUSE: C16.18-19	180,000 USG
31	DIESEL FUEL (B65) Automotive Use, Arctic (Winter) Grade O NSN: 9140-01-440-9435 (FMS) NATO F54 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	6,335,250 USG
32	DIESEL FUEL #1 (DF1) F65, Automotive Use NSN: 9140-01-440-9736 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	13,292,000 USG
34	DIESEL FUEL #2 (DF2) DF2, Automotive Use NSN: 9140-01-286-5294 SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	4,062,000 USG
35	DIESEL FUEL (DB2) Automotive Use, Temperate (Summer) Grade A NSN: 9140-01-423-0988 (FMS) SPECIFICATION: EN 590 or Commercial Equivalent CLAUSE: C16.26-10	3,253,750 USG



**B1 (CONT'D)**

47	KEROSENE, 1K (KS1) NSN: 9140-01-292-4460 SPECIFICATION: ASTM D 3699 or Commercial Equivalent CLAUSE: C16.22-3	206,000 USG
90	TURBINE FUEL, AVIATION (JP8) NSN: 9130-01-031-5816 SPECIFICATION: Defense Standard 91-91/3, DERD 2494 With the following additives: Anti-Oxidant (AO), Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CI), and Static Dissipater Additive (SDA) or Commercial Equivalent CLAUSE: C16.08-9 and Special Notes	7,720,000 USG
91	TURBINE FUEL, AVIATION (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 SPECIFICATION: Defense Standard 91-91/3, DERD 2494 With the following additives: Anti-Oxidant (AO), Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CI), and Static Dissipater Additive (SDA) or Commercial Equivalent CLAUSE: C16.08-9 and Special Notes	6,511,000 USG

In accordance with Clause I86.12.100, DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT (BOSNIA), the minimum quantity the Government is required to order is five percent (5%) of the total estimated solicitation quantity. This is 2,101,400 USG.

The maximum quantity the Government is required to order is the total estimated solicitation quantity. This is 42,028,000 USG.

**TO ALL OFFERORS:****OFFERS FOR JET FUEL**

1. The Government's requirement is for **Additized Jet Fuel with Contractor Furnished Additives and Equipment** as outlined under paragraph (A). Notwithstanding this requirement, the Government may consider offers for **Additized Jet Fuel with Contractor Furnished Additives and Government Provided Equipment** necessary to inject required additives as outlined under paragraph (B). Offer prices should include all necessary costs outlined under paragraph (A) and paragraph (B) below to ensure product fully meets the required specifications in accordance with Clause C16.08-9.100 TURBINE FUEL, AVIATION (JETA1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), and STATIC DISSIPATOR ADDITIVE (SDA)(JP8)(JB8)(DESC JAN 2000). For both offers, required additives will be contractor furnished (See A.2 & B.2 below). The Government will apply an evaluation factor based on the costs to the Government of supplying additive injection equipment, fuel filtration/separation equipment, testing equipment and training if an offeror elects to submit an offer under paragraph B. The Government cost factor elements are defined under paragraph (B). Please include your product specifications with your jet fuel offers.

**A. ADDITIZED JET FUEL WITH CONTRACTOR FURNISHED ADDITIVES AND EQUIPMENT:** The necessary costs to include in your offer on a per gallon basis are outlined below:

1. **Additive Injection Equipment:** The contractor shall provide additive injection equipment. The offeror shall include all necessary costs for initial installation, inspection, training and calibration as necessary to assure that the additive injection equipment can be operated correctly to ensure that delivered product meets all required specifications, including proper concentration of additives. The contractor is fully responsible for assuring that the injection equipment is properly used, maintained, and calibrated (regulated) so that delivered product meets all required specifications. If the additive injection equipment is installed at the fillstand area, it is recommended that if feasible the additive injection equipment be installed downstream of the filtration/separation equipment.

2. **Additives:** The contractor shall furnish Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor, (CI) and Static Dissipator Additive (SDA) in accordance with Clause C16.08-9.100 paragraph C. The Government may provide a supply of additives to last up to three months until the Contractor establishes its own supplies of required additives.

**B1 (CONT'D)**

3. **Fuel Filtration/Separation Equipment:** The Contractor shall provide fuel filtration/separation equipment (for use in tank truck and rail car loadings) that meets the specifications outlined in the current American Petroleum Institute (API) publication 1581, Specifications and Qualification Procedures - Aviation Jet Fuel Filter/Separator - or fuel filtration/separation system that meets or exceeds IATA Quality Standards for Commercial Jet Fuel. The contractor is required to furnish and change the required filter elements when the delta pressure reaches a maximum of 20 PSI.

4. **Test Equipment:** The contractor shall furnish test equipment deemed necessary for static dissipator additive (SDA) and fuel system icing inhibitor (FSII). This equipment will be located so that the loading and delivery of conveyances are not unduly delayed. The contractor is responsible for performing required testing.

**B. ADDITIZED JET FUEL WITH CONTRACTOR FURNISHED ADDITIVES:** The necessary costs to include in your offer on a per gallon basis are outlined below:

1. **Additive Injection Equipment:** The contractor shall include costs necessary to assure that Government provided additive injection equipment is properly used, maintained and calibrated so that delivered product fully meets required specifications under Clause C16.08-9.100. If the additive injection equipment is installed at the fillstand area, it is recommended that if feasible the additive injection equipment be installed downstream of the filtration/separation equipment.

**Government Cost Factor:** The cost to the Government to provide additive injection equipment, initial installation, inspection, training and calibration as necessary to assure that the injection equipment can be operated correctly. Cost of providing on-site training to refinery personnel regarding the proper use of the injection equipment and how to assure proper concentration of all additives within the fuel to be delivered.

2. **Additives:** The contractor shall furnish Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor, (CI) and Static Dissipator Additive (SDA) in accordance with Clause C16.08-9.100 paragraph C. The Government may provide a supply of additives to last up to three months until the Contractor establishes its own supplies of required additives.

3. **Fuel Filtration/Separation Equipment:** The contractor shall include cost to assure Government furnished fuel filtration/separation equipment is properly used and maintained so that delivered product fully meets specifications contained in clause C16.08-9.100. Filters shall be changed with the delta pressure reaches a maximum of 20 PSI.

**Government Cost Factor:** The cost to the Government to furnish fuel filtration/separation equipment (for use in tank truck and rail car loadings) that meets the specifications outlined in the current American Petroleum Institute (API) publication 1581, Specifications and Qualification Procedures - Aviation Jet Fuel Filter/Separator - or fuel filtration/separation system that meets or exceeds IATA Quality Standards for Commercial Jet Fuel. The cost of providing on-site training or review as appropriate to refinery personnel regarding the proper use of the filtration/separation equipment and how to change filters when delta pressure reaches a maximum of 20 PSI.

4. **Test Equipment:** The contractor shall include costs to perform required testing and maintain Government furnished test equipment. Equipment shall be located so that the loading and delivery of conveyances are not unduly delayed.

**Government Cost Factor:** The cost to the Government to furnish test equipment deemed necessary for static dissipator additive (SDA) and fuel system icing inhibitor (FSII). Cost of supplying required training to operate test equipment.

**B1 (CONT'D)****SPECIAL NOTES**

1. **CONTRACT PRICE, TAXES, DUTIES AND FEES:** Pursuant to the Dayton Peace Accord, PFP Status of Forces Agreement (SOFA) and subsequent agreements, all support and supplies for personnel serving under Operation Joint Forge are exempt from all national and/or local taxes, duties and fees. In addition, support and supplies bound for Stabilization Force (SFOR) personnel are to have unimpeded movement throughout Croatia and Bosnia. (For informational purposes, SFOR is a term which includes both U.S. and non-U.S. forces.) All contract prices shall exclude taxes, duties or fees from which the SFOR nations are exempt. However, if the product is supplied from a country where taxes may be applicable (or subject to refund procedures) to SFOR nations, these taxes must be identified in Clause K86, Foreign Taxes, and invoiced as a separate line item. If taxes are applicable, the name of tax and applicable rate must be listed on the contractor's invoice in 1) local currency and U.S. dollars, or 2) as a percentage. Individual line items will be established as necessary to identify the various taxes. A predetermined exchange rate shall be used to convert the taxes to U.S. dollars. Contractors, if requested, shall be cooperative in assisting the U.S. Government in receiving full refunds of any taxes levied on product purchased.

2. **DELIVERY CONDITIONS FOR FOB DESTINATION DELIVERY ITEMS:**

a. Delivery to FOB Destination points shall only be made by Contractor furnished trucks with working calibrated meters, working pumps and a minimum of 15 feet of hose. Truck meters and pumps must be able to function without access to on-site electricity at delivery points. A licensed company operating within the country where trucks are registered/operated must calibrate contractor's truck meters. Contractor shall only use trucks that have been approved by the Contracting Officer or other authorized U.S. Government representative. An authorized U.S. Government representative must approve any change in delivery trucks. Contractor shall have local and international fittings and connectors. A contractor representative will verify that working calibrated meters and working pumps are on the truck designated for loading. Trucks not meeting stated criteria will be rejected. All delivery trucks must have equipment available to prevent and clean up fuel spills and leaks. Additional inspection of Contractor's delivery trucks will include the verification of 1) previously carried product (contractor may be requested to provide documentation regarding the product previously carried in the trucks to be loaded); 2) safety conditions of delivery trucks; and 3) vehicle integrity. The inspection criteria outlined in Clause E1(a)(3)(viii) also apply. Contractor will normally not be required to deliver less than a full truckload.

b. All deliveries shall be made on the day specified in the delivery order provided the Contractor shall have received the order at least 48 hours prior to the day so specified. Deliveries must be made between the hours of 0800 - 1600 hours Monday through Saturday to the destination point annotated in the delivery order unless otherwise specified in writing by the Ordering Officer. Any change in delivery date or destination point must be authorized and approved in writing by the Ordering Officer.

c. The Contractor shall provide a minimum of three (3) hours free time for off-loading each delivery truck. Contractor shall present delivery truck and product in such condition at destination point/receiving activity as to permit complete off-loading within the prescribed free time. Contractor trucks arriving outside the established delivery schedule in this contract or the times stated on the order may have to wait, at the contractor's expense, to off-load until the next delivery day. Upon arrival of Contractor's truck, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Notwithstanding the above required free time, the SFOR nations are entitled to at least the same amount of free time allowed by the common carrier or that the Contractor normally allows its regular commercial customers. Contractor shall be paid for detention/demurrage beyond free time for delays caused by the receiving activity. The U.S. Government will not pay more in detention/demurrage rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is less. Any incurred detention charges shall be submitted to the paying office using line items 8888-88 (U.S. Troops) and 9999-99 (for non-U.S. forces). The Contractor's invoices shall clearly state the delivery point where detention/demurrage charges occurred, the number of hours charged, detention/demurrage costs and extended dollar value. All claims for detention/demurrage shall be supported with a copy of the Receiving Report (DD Form 250) clearly indicating times of arrival and departure from destination and signed by the cognizant SFOR representative.

d. The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and pavement adjacent to storage facilities being filled. Contractor delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

3. **FOB ORIGIN ITEMS (PICK UP AT CONTRACTOR'S FACILITY) INTO U.S. GOVERNMENT FURNISHED VEHICLES:**

a. SFOR vehicles may include U.S. owned and leased vehicles, vehicles operated by companies on behalf of the U.S. Government or vehicles supplied by other participating SFOR nations. Vehicles may consist of trucks or railcars. Orders shall be provided 48 hours prior to the designated pick-up date unless otherwise agreed in advance. Delivery orders will specify the date for loading SFOR furnished vehicles. If necessary, contractor representatives may be requested to assist U.S. Government representatives in identifying and routing rail cars to the loading facility. Contractors may also be requested to stage U.S. Government furnished rail cars at the contractor's loading facility for a period of up to seven days prior to the scheduled loading. U.S. representatives, when accessing contractor facilities, need to be able to transport necessary equipment to the work site.

**B1 (CONT'D)**

b. Contractor personnel shall test product as required by contract or as requested by the U.S. Government representative. The results of these tests shall be used by the U.S. Government representative to inspect and/or accept product prior to loading in accordance with Clause E1, and as noted in paragraph 7 below. Contractor will be responsible for any loss of and/or damage to product occurring before delivery on a FOB Origin basis into U.S. Government furnished trucks or rail cars.

c. Contractor will prepare and complete the DD Form 250 using a computer or typewriter with the following information: (1) A description of product being shipped; (2) seal numbers affixed to each loaded conveyance (truck or rail car); and (3) other pertinent information required to effect prompt delivery to receiving activity, including name, delivery address, routing, etc. The DD Form 250 should also include any other information necessary to complete the form.

**4. FOR FOB DESTINATION ITEMS AND FOB ORIGIN ITEMS:**

a. Contractor is required, if requested, to have designated office space for U.S. Government representatives available at loading facilities. Contractor should have phone and fax capabilities available to U.S. Government representatives available for the routine transmission of information and documents. Contractor will be reimbursed for long distance calls and faxes made by authorized U.S. Government representatives under line item COMM-99. Contractor should supply a phone bill (where technically capable, the contractor should provide an itemized phone bill) on a monthly basis identifying calls made by U.S. Government representatives. The calls must be certified by U.S. Government representatives prior to submission of the invoice to DESC Split for payment of telephone and fax expenses.

b. The contractor shall provide English-speaking personnel at loading and shall designate points of contact with telephone numbers who can be reached in case of emergency. Loading of FOB Destination or Origin trucks shall be allowed during standard hours of operation at all loading facilities. However, the Contractor shall permit loading to take place on weekends, nights and holidays, if necessary, as requested by the Ordering Officer.

c. The DESC Split Ordering Officer will issue all delivery orders for FOB Destination or FOB Origin items by facsimile and in U.S. gallons. Prices stated on delivery orders do not necessarily represent the actual contract prices to be paid as of the date of delivery or date of FOB Origin pick-up.

**5. DETERMINATION OF QUANTITY FOR FOB DESTINATION AND FOB ORIGIN ITEMS:**

a. The quantity of supplies furnished under this contract shall be determined as follows:

(1) **FOB ORIGIN.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an FOB Origin basis, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter or weight, using calibrated scales. The U.S. Government has the right to have a representative present to witness the measurement of quantity.

(2) **FOB DESTINATION.** On items requiring delivery on a FOB Destination basis, the quantity shall be determined at the U.S. Government's option by a calibrated meter on the receiving tank system or by the meter on the transport truck. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity. Every delivery must be free of all water bottoms prior to discharge and the contractor is responsible for their removal and disposal.

b. **VOLUME CORRECTION.** Volume correction to gallons at 60 degrees Fahrenheit is required for all quantities.

c. **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the API Manual of Petroleum Measurement Standards (MPMS). Outside of the United States, other technically equivalent national or international standards may be used. A licensed company operating within the country where trucks are registered/operated must perform calibration of truck meters. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes the computer subroutine shall be the referee method.

Use Volume VIII, Tables 53B and 54B to convert observed liters to liters at 15 °C. Convert liters at 15 °C to cubic meters at 15°C by dividing by 1,000. Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels at 60 °F. Convert barrels at 60 °F to gallons at 60 °F by multiplying by 42. If the original measurement is by weight in air, convert kilograms to metric tons by dividing by 1000 and use Volume XII, Table 58, to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

B1 (CONT'D)

**6. INSPECTION AND ACCEPTANCE OF PRODUCT FOR FOB DESTINATION OR FOB ORIGIN ITEMS; ADDITIVES**

The terms and conditions of Clause E1, Contractor Inspection Responsibilities, apply except as modified below. The contractor will provide commercially acceptable sampling equipment. U.S. representatives, when accessing contractor facilities, need to be able to transport necessary equipment to the work site. The contractor will prepare the DD Form 250, Material Inspection and Receiving Report, for both FOB Origin and FOB Destination items. The DD Form 250 quantity will be stated in net gallons at 60 degrees Fahrenheit and shall list the observed and corrected API gravity (or density), and the temperature at which the product was measured at loading. Volume correction standards and factors contained in paragraph 6, Determination of Quantity (above), shall be used to convert to net gallons.

**7. SUBMISSION OF INVOICES:** In accordance with Clause G150.07-5, Submission of Invoices for Payment, the Contractor shall forward invoices and receiving reports together to DESC Split. DESC Split's facsimile number is (385) 21-895-122. The mailing address can be found in Clause F30.01. DESC Split will certify that the contractor's invoice quantities are accurate for payment and submit the invoice to the applicable paying office. The payment due date will be determined based on the terms and conditions stated in Clause G150.07-5, paragraph b.

Offers should be made for the individual line items and quantities listed on the following pages in the appropriate space provided in the Offer Submission Package.

**FOB DESTINATION ITEMS**

<b><u>ITEM NUMBER</u></b>	<b><u>SUPPLIES, NATIONAL STOCK NUMBERS, METHOD OF DELIVERY AND DELIVERY POINTS</u></b>	<b><u>ESTIMATED 2-YEAR QTY</u></b>	<b><u>OFFER PRICE (\$/USG)</u></b>
105-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Banja Luka, Bosnia-Herzegovina For Use by Non-US Forces	1,046,000 USG	_____ * see para A      * see para B  *Note: See Offers for Jet Fuel, pages 6-7
110-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Busovaca, Bosnia-Herzegovina For Use by Non-US Forces	3,100,000 USG	_____ * see para A      * see para B  *Note: See Offers for Jet Fuel, pages 6-7
120-20	Gasoline, Premium Leaded (B57) NSN: 9130-01-425-5057 (FMS) NATO F57 FOB Destination TT w/ Pump & Meter Bosanska Krupa, Bosnia-Herzegovina For Use by Non-US Forces	100,000 USG	_____
120-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Bosanska Krupa, Bosnia-Herzegovina For Use by Non-US Forces	610,000 USG	_____
120-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Bosanska Krupa, Bosnia-Herzegovina For Use by Non-US Forces	340,000 USG	_____
130-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Divulje Barracks, Croatia For Use by Non-US Forces	1,125,000 USG	_____ * see para A      * see para B  *Note: See Offers for Jet Fuel, pages 6-7

**B1 (CONT'D)**

140-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Plano, Croatia For Use by Non-US Forces	40,250 USG	_____
140-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Plano, Croatia For Use by Non-US Forces	28,750 USG	_____
150-20	Gasoline, Premium Leaded (B57) NSN: 9130-01-425-5057 (FMS) NATO F57 FOB Destination TT w/ Pump & Meter Doboj, Bosnia-Herzegovina For Use by Non-US Forces	16,000 USG	_____
150-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Doboj, Bosnia-Herzegovina For Use by Non-US Forces	2,400,000 USG	_____
150-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Doboj, Bosnia-Herzegovina For Use by Non-US Forces	1,200,000 USG	_____
160-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Mostar, Bosnia-Herzegovina For Use by Non-US Forces	380,000 USG	_____
			* see para A      * see para B
			*Note: See Offers for Jet Fuel, pages 6-7
170-10	Gasoline Aviation (130) NSN: 9130-00-179-1122 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	14,000 USG	_____
170-27	Gasoline Premium Unleaded (MUP) NSN: 9130-00-148-7104 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	172,000 USG	_____
170-32	Diesel Fuel #1 (DF1) NSN: 9140-01-440-9736 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	10,400,000 USG	_____
170-34	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	3,200,000 USG	_____
170-47	Kerosene, 1K (KS1) NSN: 9140-01-292-4460 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	160,000 USG	_____

**B1 (CONT'D)**

170-90	Turbine Fuel, Aviation (JP8) NSN: 9130-01-031-5816 FOB Destination TT w/ Pump & Meter Tuzla, Bosnia-Herzegovina For Use by US Forces	7,200,000 USG	_____	_____
			* see para A	* see para B
			*Note: See Offers for Jet Fuel, pages 6-7	
180-29	Gasoline, Premium Unleaded (MBP) NSN: 9130-01-423-0939 (FMS) NATO F67 FOB Destination TT w/ Pump & Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	180,000 USG	_____	
180-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	840,000 USG	_____	
180-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	420,000 USG	_____	
180-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Velika Kladusa, Bosnia-Herzegovina For Use by Non-US Forces	430,000 USG	_____	_____
			* see para A	* see para B
			*Note: See Offers for Jet Fuel, pages 6-7	
185-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Coralici, Bosnia-Herzegovina For Use by Non-US Forces	420,000 USG	_____	
185-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Coralici, Bosnia-Herzegovina For Use by Non-US Forces	210,000 USG	_____	
190-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Visoko, Bosnia-Herzegovina For Use by Non-US Forces	380,000 USG	_____	
190-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Visoko, Bosnia-Herzegovina For Use by Non-US Forces	210,000 USG	_____	
195-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Drvar, Bosnia-Herzegovina For Use by Non-US Forces	420,000 USG	_____	
195-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Drvar, Bosnia-Herzegovina For Use by Non-US Forces	210,000 USG	_____	

**B1 (CONT'D)**

200-20	Gasoline, Premium Leaded (B57) NSN: 9130-01-425-5057 (FMS) NATO F57 FOB Destination TT w/ Pump & Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	70,000 USG	_____
200-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	105,000 USG	_____
200-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Zenica, Bosnia-Herzegovina For Use by Non-US Forces	75,000 USG	_____
210-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Tomislavgrad, Bosnia-Herzegovina For Use by Non-US Forces	560,000 USG	_____
210-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Tomislavgrad, Bosnia-Herzegovina For Use by Non-US Forces	280,000 USG	_____
220-31	Diesel Fuel (B65) NSN: 9140-01-440-9435 (FMS) NATO F54 FOB Destination TT w/ Pump & Meter Zgon, Bosnia-Herzegovina For Use by Non-US Forces	560,000 USG	_____
220-35	Diesel Fuel (DB2) NSN: 9140-01-423-0988 (FMS) FOB Destination TT w/ Pump & Meter Zgon, Bosnia-Herzegovina For Use by Non-US Forces	280,000 USG	_____
230-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Sipovo, Bosnia-Herzegovina For Use by Non-US Forces	320,000 USG	_____ * see para A * see para B *Note: See Offers for Jet Fuel, pages 6-7
250-91	Turbine Fuel, Aviation (JB8) NSN: 9130-01-423-0736 (FMS) NATO F34 FOB Destination TT w/ Pump & Meter Gornji Vakuf, Bosnia-Herzegovina For Use by Non-US Forces	110,000 USG	_____ * see para A * see para B *Note: See Offers for Jet Fuel, pages 6-7
290-27	Gasoline, Premium Unleaded (MUP) NSN: 9130-00-148-7104 FOB Destination TT w/ Pump & Meter Taszar, Hungary For Use by US Forces	96,000 USG	_____
290-47	Kerosene, 1K (KS1) NSN: 9140-01-292-4460 FOB Destination TT w/ Pump & Meter Taszar, Hungary For Use by US Forces	46,000 USG	_____



B1 (CONT'D)

**FOB ORIGIN ITEMS**

<b><u>ITEM NUMBER</u></b>	<b><u>SUPPLIES, NATIONAL STOCK NUMBERS, METHOD OF DELIVERY AND DELIVERY POINTS</u></b>	<b><u>ESTIMATED 2-YEAR QTY</u></b>	<b><u>OFFER PRICE (\$/USG)</u></b>
290-32	Diesel Fuel #1 (DF1) NSN: 9140-01-440-9736 FOB Origin, Railcar Taszar, Hungary and Surrounding Area Within a 300 KM Radius For Use by US Forces	2,870,000 USG	_____  _____ FOB Origin Point
290-34	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Origin, Railcar Taszar, Hungary and Surrounding Area Within a 300 KM Radius For Use by US Forces	840,000 USG	_____  _____ FOB Origin Point
290-90	Turbine Fuel, Aviation (JP8) NSN: 9130-01-031-5816 FOB Origin, Railcar Taszar, Hungary and Surrounding Area Within a 300 KM Radius For Use by US Forces	360,000 USG	_____ * see para A      * see para B  *Note: See Offers for Jet Fuel, pages 6-7  _____ FOB Origin Point
300-32	Diesel Fuel #1 (DF1) NSN: 9140-01-440-9736 FOB Origin TT w/ Pump & Meter Rijeka, Croatia and Surrounding Area Within a 50 KM Radius For Use by US Forces	22,000 USG	_____  _____ FOB Origin Point
300-34	Diesel Fuel #2 (DF2) NSN: 9140-00-286-5294 FOB Origin TT w/ Pump & Meter Rijeka, Croatia and Surrounding Area Within a 50 KM Radius For Use by US Forces	22,000 USG	_____  _____ FOB Origin Point
300-90	Turbine Fuel, Aviation (JP8) NSN: 9130-01-031-5816 FOB Origin TT w/ Pump & Meter Rijeka, Croatia and Surrounding Area Within a 50 KM Radius For Use by US Forces	160,000 USG	_____ * see para A      * see para B  *Note: See Offers for Jet Fuel, pages 6-7  _____ FOB Origin Point

**REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES****PREAWARD****L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is a master solicitation for the Bosnia PC&S Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is March 31, 2000. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **100** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

## L2.05-5 (CONT'D)

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

**Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

**L2.05-5 (CONT'D)**

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time for the designated Government office.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

## L2.05-5 (CONT'D)

- (2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
 BUILDING 4, SECTION D  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-5094  
 TELEPHONE: (215) 697-2179  
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2179; or
  - (B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

**POSTAWARD****II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)****(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

**11.03-3 (CONT'D)**

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**(Contracting Officer shall check as appropriate.)**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☐ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

☒ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).

☐ 52.225-19, European Union Sanction for Services (E.O. 12849).



**II.04 (CONT'D)**

[ ] 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). [ ] Alt I.

[ ] 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

[ ] 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

[ ] 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[ ] 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[ ] 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**(Contracting Officer check as appropriate)**

[ ] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

[ ] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[ ] 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[ ] 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[ ] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)**

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- ☐ 252.206-7000 Domestic Source Restriction, 10 U.S.C. 2304
- ☐ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- ☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- ☐ 252.225-7021 Trade Agreements, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ( ☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☒ 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

**ADDENDUM #1****PRE-AWARD SOLICITATION PROVISIONS****L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS)  
(DESC JUN 1999)**

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

(1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.

(2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) **Exceptions.**

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) **PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment A). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

(2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(DESC 52.215-9F76)

**L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.  
(FAR 52.214-35)

**L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 703-767-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

**L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

**M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)**

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

**M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1999)(REV)**

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.

(b) For truck rates, a guaranteed traffic (GT) rate will be used in the evaluation. Where there is no GT rate, a state-to-state, a point-to-point tender rate, or an SRO rate, whichever is lower, will be used. Where there is no GT, state-to-state, point-to-point tender rate, or SRO rate file, a regional rate will be used. If none of the former rates exist for a given route, a quote will be obtained and used for evaluation. In the event that none of the former rates exist and a market survey for quotes results in no responses, a CONUS-wide tender rate will be used in evaluation.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F75)

**M55 CONVERSION FACTORS (DESC APR 1998)**

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

**(1) TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

**(2) TABLE II.**

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@ 15°C	@ 60°F					
	Kg/m <sup>3</sup>	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
INTERMEDIATE FUEL OILS							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

**M55 (CONT'D)****JET FUELS**

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

**(3) TABLE III.**

<u><b>PRODUCT</b></u>	<u><b>ASSUMED DENSITY</b></u> <u><b>20 deg C/20 deg C</b></u>		
	<u><b>g/mL</b></u>	<u><b>lb/gal</b></u>	<u><b>Kg/gal</b></u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

**M72.03-1.100 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC FEB 2000)****(a) BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

(i) Past performance; and

(ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) **EVALUATION OF PAST PERFORMANCE.**

(1) The Government will evaluate, based on preestablished standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance and customer satisfaction.

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price.

(DESC 52.209-9F75)

**LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTRS	COVER SHEET
[X]	SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
[X]	OFFEROR SUBMISSION PACKAGE	SEPARATE COVER

**ADDENDUM #2****POSTAWARD CONTRACT CLAUSES****C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

**C1.02 DODISS SPECIFICATIONS (DESC JUN 1999)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.

(DESC 52.246-9FT1)

**C16.08-9.100 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (JP8/JB8) (DESC JAN 2000)**

Aviation Turbine Fuel, Jet A-1, shall conform to Defense Standard 91-91/Issue 3 (DERD 2494) dated 12 November 1999, as modified below:

(a) **APPEARANCE** The appearance requirement of Table A is deleted and replaced with the following: "At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright when tested in accordance with ASTM D 4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21C (70F) and shall contain no more than 1.0 mg/L of particulate matter."

(b) **CLEANLINESS** Test limits for particulate matter and filtration time shall be as specified in MIL-DTL-83133E, Table I. The test procedure for assessing these properties shall be MIL-DTL-83133E, Appendix A. The maximum particulate content must be 1.0 mg/L. The maximum filtration time shall be 15 minutes. A minimum sample size of 3.79 liters (1 U.S. Gallon) must be filtered. An alternative method for determination of particulate contamination shall be ASTM D 2276, Particulate Contaminant in Aviation Fuel by Line Sampling.

(c) **ADDITIVE REQUIREMENTS (The Contractor shall furnish and inject the following additives, as required).**

(1) Immediately after processing, antioxidant shall be added to hydrotreated fuels. Antioxidants and concentrations listed in DEF STAN 91-91/3 (DERD 2494) will be added to a fuel (or a fuel component) that has been hydroprocessed. This must be done immediately after hydroprocessing and prior to the product or component being passed into storage, in order to prevent peroxidation and gum formation after manufacture.

(2) Corrosion Inhibitor/Lubricity Improver (CI/LI) additive(s) shall be added of the type and concentration cited by QPL 25017-18 dated 27 February 1998. Only the following CI/LI additives are approved for shipment to NATO countries:

<u><b>INHIBITOR</b></u>	<u><b>CONCENTRATION, G/CUBIC METER</b></u>
Apollo PRI-19	18 - 22.5
Dupont DCI-4A	9 - 22.5
Hitec 580	15 - 22.5
Nalco/Exxon 5403	12 - 22.5
Mobilad F800	12 - 22.5
IPC 4410	9 - 22.5
IPC 4445	19 - 22.5



**C16.08-9.100 (CONT'D)**

(i) The Corrosion Inhibitor additive will be added at a concentration identified for the particular type of additive purchased, between the minimum and maximum concentrations. Specific requirements will depend on the make of additive chosen, its Density, and the Minimum and Maximum Allowable Concentrations. Calculation of the injected concentration will be determined by dividing the quantity of Corrosion Inhibitor by the quantity of Jet Fuel expressed in ml of CI per cubic meter of Jet Fuel. An example of calculating concentrations is provided as follows:

(ii) Example of CI Concentration: If you are using HITEC 580 as the Corrosion Inhibitor, which has a density of 0.91 to 0.925 kg/L and a minimum to maximum concentration of 15 to 22.5 g/m<sup>3</sup> per QPL-25017-18, and are injecting a quantity of 5,000 USG using a maximum density of 0.925 kg/L and a maximum concentration of 22.5, then the quantity to be added would be 5,000 USG Jet A-1 divided by 264.2 USG per Cubic Meter (equals 18.925 CM).

(A) Multiply 18.925 CM by the factor 22.5 grams CI per CM (equals 425.81 grams of CI)

(B) Divide 425.81 g CI by 1,000 to get kg of CI (equals 0.426)

(C) Divide 0.426 kg CI by the Density of the CI or 0.925 kg/L (equals 0.460 L CI)

(D) Either Multiply 0.460 L by 1,000 to get ml CI (equals 460 ml), or divide by 3.785l/USG to get USG (0.122 USG).

(iii) In summary, to additize Corrosion Inhibitor HITEC 580 into 5,000 USG of Jet A-1 at a maximum allowable concentration of 22.5 g/m<sup>3</sup>, you would need 460 ml or 0.122 USG of HITEC 580. This roughly equates to half a liter, or half a quart, of active ingredient.

(3) Fuel System Icing Inhibitor (FSII), Diethylene Glycol Monomethyl Ether (DiEGME), in accordance with MIL-DTL -85470, shall be added at a concentration of 0.10 - 0.15 volume percent.

(i) The U.S. Government may place special orders for jet fuel without FSII or with elevated levels of FSII.

(ii) It is the responsibility of the Contractor to ensure that FSII concentration of fuel loaded into tank trucks or rail cars conforms to U.S. Government requirements. The U.S. Government specifically reserves the right to require testing of each compartment of the conveyance for FSII content.

(4) SDA shall be added to the fuel to impart electrical conductivity in accordance with Def Stan 91-91/3. However, the conductivity level shall be between 150 and 450 pS/m.

(i) The conductivity additive/static dissipator additive Stadis 450 will be diluted with jet fuel (JA1) at a ratio of nine (9) parts jet fuel to one (1) part Stadis 450 prior to injection.

(ii) The dilute additive will be injected to yield a conductivity reading between 150 and 450 pS/m.

**C16.15 GASOLINE, AVIATION (GRADES 80/100LL) (DESC JUL 1998)**

(a) Specification ASTM D 910 applies.

(b) Test Method ASTM D 3237 is an acceptable alternative to ASTM D 2547, D 2599, and D 3341 for determining the lead content in aviation gasoline.

(c) For product shipped to a U.S. Navy-owned or -operated terminal, send one copy of each DD Form 250-1 covering marine movements, or for laboratory analysis reports covering rail, truck, or pipeline shipments, to--

NAVY PETROLEUM OFFICE  
8725 JOHN J. KINGMAN ROAD, SUITE 3719  
FORT BELVOIR, VA 22060-6224

(DESC 52.246-9FJW)

**C16.18-18 GASOLINE, AUTOMOTIVE, LEADED (PREMIUM) (NATO F57) (DESC JUL 1998)**

(a) Automotive gasoline shall conform to the following specification:

<u>TEST</u>	<u>LIMITS Applicable Year-Round</u> <sup>1</sup>	<u>METHOD</u> <sup>2/3</sup>
Appearance	Clear, bright & free from solid matter & undissolved water at ambient temperature	Visual
Color	Report	Visual
Existent gum (washed), mg/100ml	5 max.	ASTM D 381
Oxidation stability, minutes	360 min	ASTM D 525
Sulfur, total, mass %	0.10 max.	ASTM D 1266
Copper Corrosion, 3 hrs at 50 °C	1 max.	ASTM D 130
Lead content, g/l	0.05 - 0.15	ASTM D 3341
Octane number		
research method	96.0 min	ASTM D 2699
motor method	86.0 min	ASTM D 2700
Oxygenates, mass %	1 max.	(Note <sup>4</sup> )
Benzene content, volume %	5.0 max.	ASTM D 2267
Density at 15 °C, kg/m <sup>3</sup>	720-780	ASTM D 1298

<u>TEST</u>	<u>SEASONAL LIMITS</u> (Note 1)				<u>METHOD</u> <sup>2/3</sup>
	<u>Summer Grades</u>		<u>Winter Grades</u>		(Note <sup>5</sup> )
	1	2	3	4	
Distillation, % v/v					
% evaporated at 70°C	10 - 45	10 - 45	15 - 47	15 - 47	ASTM D 86
% evaporated at 100°C	38 - 65	38 - 65	43 - 70	43 - 70	
% evaporated at 180°C	85 min	85 min	85 min	85 min	
Final boiling point, °C	215 max.	215 max.	215 min	215 min	
Residue	2 max.	2 max.	2 max.	2 max.	
Vapor pressure (Reid), kPa	35 - 70	45 - 80	55 - 90	60 - 95	ASTM D 323
Vapor Lock Index (VLI)	900 max.	1000 max.	1100 max.	1200 max.	(Note 6)

**NOTES:****1/** The above requirements are absolute and not subject to correction for tolerance of test methods.**2/** Technically equivalent National methods may be used in lieu of the ASTM methods given above, but in cases of dispute, the specified ASTM methods shall be used.**3/** The test methods shall be the latest published editions.**4/** Method currently under development; therefore, if gasoline to be supplied will contain oxygenates, Contractor must provide the applicable test method to be used, to verify the concentration, with their offer for approval.**5/** Summer is the period from May 1 to September 30 and Winter is the period from November 1 to March 31. During the transition periods of April and October, either the Summer or Winter grades may be supplied. Grade Number 1 or 2 shall be supplied in the Summer and Grade Number 3 or 4 shall be supplied in the Winter.**6/** The VLI is derived from the equation  $VLI = RVP + 7$  (E70) where RVP = Reid Vapor Pressure in kPa (kPa x 10) and E70 is % v/v evaporated at 70°C.

**L16.18-18 (CONT'D)**

(b) **MATERIALS.** The gasoline shall consist essentially of volatile hydrocarbons containing antiknock compounds of the lead alkyl type together with other additives blended so that the product complies with the requirements of this specification. Approved antioxidants and metal deactivators are provided in (d) below.

(c) **APPROVED ADDITIVES.** The following materials are approved for use in gasoline supplied to meet this requirement. Commercial additives containing the active ingredients listed below dissolved in organic diluents at the maximum practical concentration may be included in offered gasoline.

(1) **ANTIKNOCK COMPOUNDS.** These shall be of the lead alkyl type containing stoichiometric quantities of scavenger compounds of bromine, chlorine, or admixtures thereof, together with the necessary solvents.

(2) **ANTIOXIDANTS.** Only the following inhibitors may be used at a concentration of not more than 43 grams of inhibitor (active ingredient basis) per cubic meter of gasoline:

- (i) NN'-disecundary-butyl-para-phenylenediamine.
- (ii) 2,6-ditertiary-butyl-phenol.
- (iii) 2,6-ditertiary-butyl-4-methyl-phenol.
- (iv) 2,4-dimethyl-6-tertiary-butyl-phenol.
- (v) Mixed tertiary-butyl-phenols.

(3) **METAL DEACTIVATORS.** Only the following inhibitors may be used at a concentration of not more than 8.6 grams of inhibitor (active ingredient basis) per cubic meter of gasoline:

- (i) NN'-disalicylidene-propylene diamine.
- (ii) NN'-disalicylidene-methylamine-dipropylene-triamine.

(DESC 52.246-9FGW)

**C16.18-19 GASOLINE, AUTOMOTIVE, PREMIUM, UNLEADED (NATO F67) (DESC FEB 2000)**

(a) Premium gasoline shall conform to specification EN 228:1999.

(b) Product volatility shall conform to the requirements of volatility class A, B, C or C1 during the period 1 May to 30 September; product volatility shall conform to the requirements of volatility class D1 or E1 during the period 1 November to 31 March. During the transition periods of April and October, volatility classes A-E1 are acceptable.

(c) Product appearance shall be as described below:

"At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, and suspended matter and shall be clear and when tested in accordance with ASTM D4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21C (70F) and shall contain no more than 0.01 % vol. max sediment and water when tested in accordance with ASTM D2709."

(d) **MATERIALS.** The gasoline shall consist essentially of volatile hydrocarbons together with other additives blended so that the product complies with all requirements of this clause. Approved antioxidants and metal deactivators are listed in paragraph (e) below.

(e) **APPROVED ADDITIVES.** The following materials are approved for use in gasoline supplied to meet this requirement. Commercial additives containing the active ingredients listed below dissolved in organic diluents at the maximum practical concentration may be included in offered gasoline.

(1) **ANTIOXIDANTS.** Only the following inhibitors may be used at a concentration of not more than 43 grams of inhibitor (active ingredient basis) per cubic meter of gasoline:

- (i) NN'-disecundary-butyl-para-phenylenediamine.
- (ii) 2,6-ditertiary-butyl-phenol.
- (iii) 2,6-ditertiary-butyl-4-methyl-phenol.
- (iv) 2,4-dimethyl-6-tertiary-butyl-phenol.
- (v) Mixed tertiary-butyl-phenols.

(2) **METAL DEACTIVATORS.** Only the following inhibitors may be used at a concentration of not more than 8.6 grams of inhibitor (active ingredient basis) per cubic meter of gasoline:

- (i) NN'-disalicylidene-propylene diamine.
- (ii) NN'-disalicylidene-methylamine-dipropylene-triamine.

(DESC 52.246-9FJA)

**C16.22-3 KEROSENE (BOSNIA) (DESC APR 1998)**

Product shall conform to British Standard (BS) 2869, Part 2, dated 1988, Class C1, or to the test properties below:

<b><u>PROPERTY</u></b>	<b><u>ASTM TEST METHOD</u></b>	<b><u>LIMIT</u></b>
Flash point , °C, min	D 56, D 3828	38
Distillation temperature, °C	D 86	
10% volume recovered, max		205
Final boiling point, max		300
Kinematic viscosity at 40°C, mm <sup>2</sup> /s	D445	
min		1.0
max		1.9
Sulfur, % mass	D 1266, D 2622, D 4294	
No. 1-K max		0.04
Mercaptan sulfur, % mass, max	D 3227	0.003
or		
Doctor test	D 4952	sweet
Copper strip corrosion rating max	D 130	No. 3
3 hrs at 100°C		
Freezing point, °C, max	D 2386	-30
Burning quality, min	D 187	
Time of burning, hr., min., after first weighing		16
Rate of burning, g/hr, after first weighing	(IP 10)	18-26
Appearance of Chimney, max		slight cloud
Flame Characteristics at end of tests:		
Width of flame, mm, shall not vary more than		6
Height of flame, mm, shall not have lowered more than		5
Saybolt color, min	D 156	+16

(DESC 52.246-9FKK)

**C16.26-10 FUEL OIL, DIESEL [TEMPERATE (SUMMER) AND WINTER GRADES] (BOSNIA) (DESC FEB 2000)**

(a) TEMPERATE (Summer) GRADE DIESEL conforming to EN 590:1999, Grade A (CFPP +5 degrees C maximum) is required from May 1 - Sep 30.

(b) WINTER GRADE DIESEL is required from Oct 1- Apr 30 for U.S. troops and non-U.S. forces and shall conform to one of the following requirements:

(i) Product shall either conform to EN 590:1999, Arctic Class 0, OR

(ii) Product shall be a blend of 50 percent diesel conforming to EN 590:1999 and 50 percent Jet A-1 conforming to Defence Standard 91-91/Issue 3 (DERD 2494), dated 12 November 1999, with or without additives.

(A) If the offeror elects to supply a blend of 50 percent diesel and 50 percent Jet A-1 in lieu of EN 590 Arctic Class 0, the offeror shall provide test data indicating typicals for the blend being offered prior to award.

(B) Blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(C) Resulting blend shall conform to the requirements below:

<b><u>Property</u></b>	<b><u>Limits</u></b>	<b><u>Test Method</u></b>
Flash Point, °C (Pensky-Martin Closed Cup)	55 minimum	ISO 2719 / EN 22719 / ASTM D 93
Ash, %m/m	0.01 maximum	EN ISO 6245 / ASTM D 482
Water, mg/kg	200 maximum	ASTM D 1744
Particulates mg/kg	24 maximum	EN 12662 / DIN 51419 / ASTM D 5452
Copper Corrosion 3hr @ 50°C	1 maximum	EN ISO 2160 / ASTM D 130
Sulphur %m	0.05 maximum	EN 24260 / EN ISO 8754 / EN ISO 14596
Carbon Residue (10% btms) %m	0.30 maximum	EN ISO 10370 / ASTM D 4530
Density @ 15°C kg/m <sup>3</sup>	0.800-0.845	EN ISO 3675 / EN ISO 12185 / ASTM D 4052 / ASTM D 1298
Viscosity @ 40°C mm <sup>2</sup> /s	1.20-4.00	EN ISO 3104 / ASTM D 445
Cetane Number	45 minimum	EN ISO 5165 / ASTM D 613
or		
Cetane Index	43 minimum	EN ISO 4264 / ASTM D 4737
Distillation points, °C		ISO 3405 / ASTM D 86
10 volume% recovered @	180 minimum	
50 volume% recovered @	report	
65 volume% recovered @	report	
85 volume% recovered @	report	
95 volume% recovered @	340 maximum	
CFPP °C	-20 maximum	EN 116 / ASTM D 6371
Cloud Point, °C	-10 maximum	EN 23015 / ASTM D 2500
Lubricity, corrected wear scar diameter (wsd 1,4) at 60°C, micrometers	460 maximum	ISO 12156-1 / ASTM D 6079

(c) APPLICABLE TO ALL DIESEL GRADES

(i) The following additional tests will be performed and results reported:

Color	ISO 2049 / ASTM D 1500
Pour Point	ISO 3016 / ASTM D 97
Acid Number	ISO 6618 / ASTM D 974

(ii) In addition to the EN 590 specification requirement for water content of 200 mg/kg maximum and particulate content of 24 mg/kg maximum the diesel fuel shall be visually free of undissolved water and sediment with a maximum haze rating of 2 when tested in accordance with ASTM D 4176, Procedure 2. In case of dispute, the haze rating shall be determined at 25°C (77°F) with a maximum haze rating of 2 and shall contain no more than 24 mg/kg sediment and no more than 200 mg/kg water.

**E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC OCT 1999)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product.

Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

## E1 (CONT'D)

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

**E1 (CONT'D)**

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

**TABLE I****MINIMUM SAMPLING AND TESTING REQUIREMENTS<sup>(1)</sup>**

<b>LOCATION</b>	<b>WHEN SAMPLED</b>	<b>TYPE OF SAMPLE</b>	<b>TYPE OF TEST</b>
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes):  Dedicated Line  Common Line	Prior to Loading/Shipping	Line	C  B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: When loading lubes and FSII



**E1 (CONT'D)****NOTES FOR TABLE I:**

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

**TABLE II****SAMPLE RETENTION**

<b>TYPE OF SAMPLE</b>	<b>MINIMUM QUANTITY</b>	<b>RETENTION PERIOD</b>
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days (Lubes - 45 days)
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Each Compartment	0.5 Liter	45 Days

TABLE III

**DEFINITIONS OF TEST SERIES**

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
TEST PROPERTIES	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity Or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	

**E1 (CONT'D)**

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

**TABLE IV****CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS<sup>(1)</sup>**

LAST PRODUCT CARRIED (2)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY

**NOTES FOR TABLE IV:**

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.  
 (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.  
 (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.  
 (B) If previous cargo contained dye marker, all traces of color must be removed.  
 (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. (DESC 52.246-9FQ1)

**E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)**

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible. (DESC 52.246-9F80)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is Quality Manager, Defense Energy Support Center – Europe, Augusta Strasse No. 6, 65189 Wiesbaden, Germany.

(DESC 52.246-9F35)

**F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: July 1, 2000 and ends: June 30, 2002.

(2) Delivery period begins: July 1, 2000 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
ALL ITEMS	Defense Energy Support Center – Split BFPO 544 Divulje Barracks 21219 Divulje, Croatia  PHONE: 385-21-895-132 FAX: 385-21-895-122	Defense Finance and Accounting Service Columbus Center ATTN: DFAS-CO-TLSFA P.O. Box 182317 Columbus, Ohio 43218-2317  FAX: (614) 693-0670

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

ATTN: DESC-PEA Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, Virginia 22060-6222  FAX: (703) 767-8506	Defense Energy Support Center - Europe Augusta Strasse No. 6 65189 Wiesbaden, Germany  FAX: 49-611-380-7412
--	---

(DESC 52.216-9FB1)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)**

**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 3 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

**(d) SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

**(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

## G9.09-1 (CONT'D)

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.  
contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)



**G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

**(c) DESIGNATED OFFICE.**

Name: Defense Energy Supply Center

Mailing Address: 8725 John J. Kingman Road, Suite 4950

Fort Belvoir, Virginia 22060-6222

Telephone Number(s): (703) 767-9505

Person(s) to Contact: David Peterson

Electronic Address: dpeterson@desc.dla.mil

(FAR 52.232-35)

**G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)**

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

(DESC 52.232-9F50)

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)**

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity. (DESC 52.232-9F85)

**G150.07-5 SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (BOSNIA) (DESC APR 1998)**

(a) **PREPARATION OF INVOICE.** Upon acceptance of supplies, the Contractor shall prepare an invoice in accordance with the terms and conditions of this contract. The Contractor shall invoice all products using U.S. gallons. Invoices should reflect quantities in whole numbers. A copy of the signed DD Form 250 shall be submitted with the Contractor's invoice as evidence of delivery. Invoices and supporting DD Forms 250 shall be forwarded to the applicable ordering office via facsimile in accordance with instructions contained on the order. The Contractor shall mail hard copies of the DD Form 250 if requested by the ordering office.

(b) **CERTIFICATION OF INVOICE.** The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the Ordering Officer. The ordering office will verify and certify that the invoice quantities are accurate for payment. Upon certification, the ordering office will submit the invoice via facsimile to the applicable paying office. The payment due date will be 30 days after the ordering office has received the invoice. If the designated ordering office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice.

(c) Notwithstanding any other provision of this contract, the Government may consider early payment if the Contractor offers a prompt payment discount rate in its offer or on each individual invoice. Discount periods offered shall not be less than 15 days and the rate of interest for taking the discount shall meet or exceed the official rate established by the U.S. Government Treasury Rate, effective on the date of proper invoice.

(d) Payment shall be made in U.S. dollars.

(DESC 52.232-9FB8)

**II.01-1 DEFINITIONS (DESC FEB 1998)**

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

**II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)**

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**FAR/DFARS:** <http://www-far.npr.gov>  
**DLAD:** <http://www.procregs.hq.dla.mil/icps.htm>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
*K1.01-10	FAR 52.212-3/Alts I/III	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/III) (OCT 1999) (OCT 1998) (JAN 1999)
*K1.05	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)
*K33.01	DESC 52.215-9F28	AUTHORIZED NEGOTIATORS (DESC JAN 1998)
*K45.01	DESC 52.232-9F20	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)
*K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
*K86	DESC 52.229-9F10	FOREIGN TAXES (DESC JUN 1987)

\* These clauses are in full text in the Offer Submission Package.

**II.20-1 (CONT'D)**

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
*B19.02	DESC 52.216-9FAAECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)	
*F29.01	DESC 52.216-9F85	CONTRACTOR ORDERING AGENTS (DESC FEB 1995)
*G9.06	DESC 52.232-9F55	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
*G9.07	DESC 52.232-9FJ1	ELECTRONIC TRANSFER OF FUNDS PAYMENT – CORPORATE TRADE EXCHANGE (DESC NOV 1999)
*G9.14	FAR 52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

\* These clauses are in full text in the Offer Submission Package.

(DESC 52.252-9F08)

**II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--
  - (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

(DESC 52.249-9F20)

**I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**I27 GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

**Country concerned**, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

**Tax and taxes**, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

**All applicable taxes and duties**, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax**, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax**, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**Excepted tax**, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

**I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**I81 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

**I86.12.100 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BOSNIA) (DESC FEB 2000)**

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 5% of the total original estimated contract volume for all line items awarded. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

**I86.12.100 (CONT'D)**

(c) Notwithstanding the provisions of the INDEFINITE QUANTITY clause --

(1) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point.

(2) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(i) Any order for a single item for a single delivery point in excess of twenty (20) percent of the total estimated 2-year requirement;

(ii) Any order for a combination of items for a single delivery point in excess of twenty (20) percent of the total estimated 2-year requirement; or

(iii) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (i) or (ii) above.

(d) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (c) above.

(e) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

**I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2000 through June 30, 2002.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)